

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

Chapter 9

City of Detroit, Michigan,

Case No. 13-53846

Debtor.

Hon. Steven W. Rhodes

CERTIFICATE OF SERVICE

I, Lydia Pastor Nino, certify and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtor in the above-captioned case.

On September 16, 2014, at my direction and under my supervision, employees of KCC caused to be served the following document via First Class mail on the service list attached hereto as **Exhibit A**:

- **(Customized) Notice Regarding (A) Executory Contracts and Unexpired Leases to be Rejected Pursuant to Section 365 of the Bankruptcy Code, (B) Bar Date for Claims Arising Therefrom and (C) Related Procedures** [attached hereto as **Exhibit B**]

Dated: September 16, 2014

/s/ Lydia Pastor Nino
Lydia Pastor Nino
KCC
2335 Alaska Ave
El Segundo, CA 90245

EXHIBIT A

Exhibit A
Served via First Class Mail

Creditor Name	Address 1	City	State	Zip
Wayne County Clerk	2 Woodward Ave	Detroit	MI	48226
Wayne County Emergency Management	10250 Middlebelt Road	Detroit	MI	48242

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

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In re	:
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CITY OF DETROIT, MICHIGAN,	:
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Debtor.	:
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-----X	

Chapter 9
Case No. 13-53846
Hon. Steven W. Rhodes

**NOTICE REGARDING (A) EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE REJECTED PURSUANT
TO SECTION 365 OF THE BANKRUPTCY CODE, (B) BAR DATE FOR
CLAIMS ARISING THEREFROM AND (C) RELATED PROCEDURES**

TO ALL PERSONS AND ENTITIES WHO ARE PARTIES TO THE EXECUTORY CONTRACTS OR UNEXPIRED LEASES LISTED ON <u>ANNEX A</u> ATTACHED TO THIS NOTICE

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Contract Procedures Order; Plan Rejection Exhibit.

On August 4, 2014, the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court") entered an Order (the "Contract Procedures Order") approving, among other things, certain procedures with respect to the proposed rejection of Executory Contracts and Unexpired Leases pursuant to the Seventh Amended Plan of Adjustment of Debts of the City of Detroit, Michigan

(as it may be further amended, the "Plan").¹ On August 20, 2014, the City filed Exhibit II.D.6 to the Plan (the "Plan Rejection Exhibit"). As set forth in, and consistent with the terms of, Section II.D.6 of the Plan, any Executory Contract or Unexpired Lease listed on the Plan Rejection Exhibit shall be deemed rejected by the City pursuant to section 365 of the Bankruptcy Code and Section II.D.6 of the Plan.

2. Executory Contracts and Unexpired Leases to Be Rejected. In accordance with the Plan, the City has reserved the right, at any time through the Effective Date, to amend the Plan Rejection Exhibit to add or delete any contract or lease identified thereon. Pursuant to an amendment to the Plan Rejection Exhibit on September 16, 2014, you (or your affiliate or client) are a counterparty to one or more Executory Contracts or Unexpired Leases listed on the Plan Rejection Exhibit, which agreements are identified on Annex A hereto (each such agreement on Annex A, a "Rejected Agreement"). Pursuant to Section II.D.6 of the Plan, the entry of an order confirming the Plan will constitute an order of the Bankruptcy Court approving the rejection of each Rejected Agreement, effective as

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Plan. References to specific sections of the Plan shall be re-numbered or deemed re-numbered as necessary if such specific sections are re-numbered in any amended version of the Plan filed with the Bankruptcy Court.

of the Effective Date. You will receive an additional notice of the occurrence of the Effective Date if and when the Effective Date occurs.

3. Reservation of Rights. The City will provide a further notice of any amendments to the Plan Rejection Exhibit to each party to an Executory Contract or Unexpired Lease affected thereby. Further, listing a contract or lease on the Plan Rejection Exhibit does not constitute an acknowledgment or agreement by the City, or a determination of the Bankruptcy Court, that such contract or lease is an Executory Contract or Unexpired Lease, and the City reserves all rights with respect thereto. Each contract or lease identified on Annex A shall be rejected only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease. Rejection of any contract or lease identified on Annex A shall not constitute a termination of preexisting obligations owed to the City under such contract or lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the City expressly reserves and does not waive any right to receive, or any continuing obligation of a non-City party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the City from non-City parties to rejected Executory Contracts or Unexpired Leases, and any such rights shall remain vested in the City as of the Effective Date.

4. Objections to Proposed Rejection. Pursuant to the Contract Procedures Order, if you wish to object to the proposed rejection of the Rejected Agreement(s) identified on Annex A, you must file with the Bankruptcy Court and serve on counsel to the City, at the addresses indicated in the signature block hereof, a written objection (a "Rejection Objection") setting forth the basis for opposing rejection of the Rejected Agreement(s) no later than 14 days after the date of this Notice (i.e., by September 30, 2014). The City may file a reply to a Rejection Objection (a "Rejection Reply") no later than ten days after the filing of the Rejection Objection. If no Rejection Objection is properly and timely filed and served with respect to a Rejected Agreement, the proposed rejection thereof will be deemed approved in accordance with Section II.D.6 of the Plan. To facilitate settlement discussions, the deadline to file a Rejection Objection or a Rejection Reply may be extended by a written agreement of the contract counterparty and the City.

5. Resolution of Rejection Objection. If a Rejection Objection is timely filed and served, the parties shall confer regarding the potential resolution of the Rejection Objection for at least a seven-day period after the Rejection Objection is filed. In this regard, the City invites you to contact Joseph Tiller, Esq. of Jones Day at jtiller@jonesday.com or (312) 269-4070 to seek to resolve your Rejection Objection prior to or after filing such Rejection Objection.

6. Scheduling of Hearing on Rejection Objection. If a Rejection Objection is timely filed and the parties are unable to resolve the Rejection Objection during the seven-day period referenced above, either party may seek to have the dispute heard by the Bankruptcy Court by filing a hearing request with the Bankruptcy Court (a "Rejection Hearing Request"). A Rejection Reply filed by the City shall be deemed a Rejection Hearing Request. Any Rejection Hearing Request shall seek a hearing on a date that is at least ten days after the date of filing such request (which hearing may be the Confirmation Hearing).

7. Rejection Damage Claim Bar Date. The bar date for filing a Rejection Damage Claim will be the later of: (a) 45 days after the Effective Date or (b) 45 days after such Executory Contract or Unexpired Lease is rejected pursuant to a Final Order or designated for rejection in accordance with Section II.D.3 of the Plan. Any party who fails to timely file a Rejection Damage Claim within such applicable time periods will be forever barred from receiving a Distribution from the City on account of such Claims.

8. Procedures for Filing a Rejection Damage Claim. Proofs of claim evidencing Rejection Damage Claims shall be filed in accordance with the following procedures:

- (a) Proofs of claim must be filed by mailing the original proof of claim or delivering the original proof of claim by hand or overnight courier either to: (i) the City of Detroit Claims Processing Center, c/o Kurtzman Carson Consultants LLC,

2335 Alaska Avenue, El Segundo, CA 90245; or (ii) the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Eastern District of Michigan (the "Clerk's Office"), 211 West Fort Street, Suite 1700, Detroit, Michigan 48226. Proofs of claim submitted by facsimile, electronic mail or electronic (ECF) court filing shall not be accepted and shall not be deemed properly filed;

- (b) Proofs of claim will be deemed timely filed only if actually received by the City's claims agent, Kurtzman Carson Consultants LLC ("KCC"), or the Clerk's Office at the addresses set forth in the foregoing subparagraph on or before the applicable bar date. If you wish to receive acknowledgement of receipt of a proof of claim by KCC or the Clerk Office, you also must submit to KCC or the Clerk's Office by the applicable bar date and concurrently with submitting your original proof of claim: (i) a copy of the original proof of claim; and (ii) for claims submitted to KCC or by mail to the Clerk's Office, a self-addressed, postage prepaid return envelope; and
- (c) Proofs of claim must (i) be signed by you or your authorized agent; (ii) include any documents upon which the claim is based (or, if such documents are voluminous, a summary) or an explanation as to why the documents are not available; (iii) be written in the English language; and (iv) be denominated in United States currency.

A blank proof of claim form is available at the Document Website, as noted below.

9. Document Website. The most current version of the Plan

Rejection Exhibit, a blank proof of claim form and other information regarding the

City's Chapter 9 Case, can be found at the City's Document Website at

<http://www.kccllc.net/Detroit>.

Dated: September 16, 2014

Respectfully submitted,

/s/ Heather Lennox

David G. Heiman (OH 0038271)

Heather Lennox (OH 0059649)

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ATTORNEYS FOR THE CITY OF DETROIT

ANNEX A

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
WAYNE COUNTY	-	-	PURCHASE AGREEMENT, DATED JULY 28, 1976 BETWEEN THE CITY AND COUNTY OF WAYNE	NO DEPARTMENT INDICATED